

## SECOND DIVISION

[ G.R. No. 213666, March 27, 2019 ]

**VICTORIA\* T. FAJARDO, PETITIONER, VS. BELEN CUA-MALATE,  
RESPONDENT.**

### DECISION

**CAGUIOA, J:**

Before the Court is a Petition for Review on *Certiorari*<sup>[1]</sup> (Petition) under Rule 45 of the Rules of Court filed by petitioner Victoria T. Fajardo (petitioner Victoria) against respondent Belen Cua-Malate (respondent Belen), assailing the Decision<sup>[2]</sup> dated October 23, 2013 (assailed Decision) and Resolution<sup>[3]</sup> dated July 21, 2014 (assailed Resolution) rendered by the Court of Appeals, Thirteenth Division (CA) in CA-G.R. CV No. 95692.

#### **The Facts and Antecedent Proceedings**

As narrated by the CA in the assailed Decision and as culled from the records of the instant case, the essential facts and antecedent proceedings of the case are as follows:<sup>[4]</sup>

On December 1, 2003, respondent Belen filed **an Amended Complaint for Partition and Accounting with Damages** (Amended Complaint) against her siblings, namely petitioner Victoria, Ramon T. Cua (Ramon), Adelaida T. Cua (Adelaida), Emelita T. Cua (Emelita), and Elena T. Cua (Elena) (collectively referred to as the defendants siblings). The Complaint was filed before the Regional Trial Court of Calabanga, Camarines Sur, Branch 63 (RTC). The case was docketed as Special Civil Action Case No. RTC 03-173.

In the Amended Complaint respondent Belen alleged that she and the defendants siblings are compulsory heirs of their late mother, Ceferina Toregosa Cua (Ceferina). Ceferina died intestate on June 10, 1998 and had left certain real and personal properties, as well as interest in real properties. Respondent Belen further alleged that she did not receive her lawful share from Ceferina's estate. She prayed that judgment be issued: 1) ordering the partition and distribution of Ceferina's entire estate; 2) ordering that she (respondent Belen) be awarded her lawful share; 3) and ordering the defendants siblings to pay respondent Belen moral damages, exemplary damages, contingency fee, and litigation expenses.

On April 6, 2004, defendants Ramon, Adelaida, Emelita, and Elena filed their Answer, alleging that they were willing to settle the partition case amicably; that respondent Belen was receiving her share from the income of the properties left by their late mother, Ceferina; that it was respondent Belen who intentionally refused to show documents pertaining to the supposed properties left by Ceferina; and that

respondent Belen is not entitled to the reliefs she prayed for.

Meanwhile, on August 14, 2004, **petitioner Victoria filed an Answer alleging that she is in favor of the partition and accounting of the properties of Ceferina.**

Pre-trial was conducted and terminated on January 25, 2007. Thereafter, respondent Belen was presented as a witness. But after her direct examination, and before the conduct of the cross-examination, the parties agreed to refer the case to mediation.

Hence, the RTC issued an Order of Referral dated October 22, 2008, referring the case to mediation through the Philippine Mediation Center (PMC). During the mediation conferences, all the parties attended and successfully arrived at an agreement on the manner of partition of Ceferina's estate. Because of the agreement reached upon by the parties, the mediator issued an Order dated November 5, 2009 requiring respondent Belen's counsel to draft a written compromise agreement. The terms of the agreement reached upon by the parties were thus translated into writing. A meeting was then scheduled on April 8, 2010 for the signing of the document entitled Compromise Agreement, which reduced into writing the prior agreement reached by the parties during the mediation conferences.

On said date, petitioner Victoria did not appear, while all her other siblings appeared. It was subsequently explained by petitioner Victoria's counsel that petitioner Victoria was not able to attend the meeting as she did not have enough money to travel from Manila to Calabanga, Camarines Sur. Respondent Belen and the other siblings proceeded to sign the Compromise Agreement and submitted the same before the RTC for approval.

### **The Ruling of the RTC**

On July 1, 2010, the RTC rendered a Decision<sup>[5]</sup> issuing a judgment on compromise. The dispositive portion of the same reads:

WHEREFORE, the foregoing compromise agreement submitted by the parties being not contrary to law, morals, public order, good customs and public policy, the same is hereby approved and judgment is rendered in accordance therewith. The parties are hereby enjoined to honor the above-mentioned compromise agreement and to abide with the terms stated therein.

SO ORDERED.<sup>[6]</sup>

Feeling aggrieved, petitioner Victoria appealed the RTC's Decision before the CA. Petitioner Victoria alleged that the Compromise Agreement cannot be binding as to her considering that she did not sign it and supposedly did not consent to its execution.

### **The Ruling of the CA**

In the assailed Decision, the CA denied petitioner Victoria's appeal, holding that "

[t]he RTC did not err when it approved the Compromise Agreement."<sup>[7]</sup> The dispositive portion of the assailed Decision reads:

We **DISMISS** the appeal, and **AFFIRM** the Decision of the Regional Trial Court, Branch 63, Calabanga, Camarines Sur, in Special Civil Action No. RTC 03-173.

**IT IS SO ORDERED.**<sup>[8]</sup>

Petitioner Victoria filed a Motion for Reconsideration<sup>[9]</sup> dated November 27, 2013, which was denied by the CA in the assailed Resolution.

Hence, the instant Petition for Review on *Certiorari*.

Respondent Belen filed her Comment<sup>[10]</sup> on February 4, 2015, which was replied to by petitioner Victoria in her Manifestation (In Lieu of Reply),<sup>[11]</sup> which was filed on August 27, 2015.

### **Issue**

Stripped to its core, the critical issue presented by the instant Petition is whether the RTC erred in rendering its Decision dated July 1, 2010 based on the compromise agreement entered into by the parties during the mediation conferences before the PMC.

### **The Court's Ruling**

The Court finds the instant Petition unmeritorious.

At the heart of petitioner Victoria's Petition assailing the RTC's judgment on compromise is her assertion that she "did not sign the compromise [agreement because] she did not agree with the manner of partition of their mother's estate."<sup>[12]</sup> However, aside from this self-serving assertion, there is absolutely no evidence substantiating her claim that petitioner Victoria did not come to an agreement with her siblings as to the partition of the estate of their late mother, Ceferina.

On the contrary, both the RTC and CA factually found that the parties most definitely came to terms as to the partition of Ceferina's estate even prior to the translation of the agreement into written form on April 8, 2010. There was already a valid and binding oral partition that was agreed upon by the parties.

As factually established by the RTC:

As earlier mentioned[, ] during the several settings of conferences between the parties, all the parties from [respondent Belen] down to all the defendants [siblings] were all present and **they have agreed the partition of the properties located in Metro Manila as well as in the Bicol Region. The parties have already agreed what is supposed to be the properties allotted to each one of them.** Because of that agreement, the [RTC] then instructed Atty. Flora Malate-Pante[, the counsel of respondent Belen] to prepare a compromise